

1/23/06 - (4)

ACTON SHOPPING CENTER LEASE
between
ACTON SUPPLY, INC., as LANDLORD
and
DANIELA'S TACORITO, INC., as TENANT

1. **INTRODUCTION - PARTIES.** This Lease is made as of the 1 day of ^{October 15} ~~September~~, 1999, by **ACTON SUPPLY, INC.**, a Massachusetts corporation with a mailing address c/o Breed Incorporated, 12 Pond Lane, Suite # EB-2S, Concord, Massachusetts 01742 (usually referred to in this lease as the "Landlord"), and **DANIELA'S TACORITO, INC.**, a corporation with offices located at 208 Main Street, Acton, Massachusetts 01720 (referred to in this lease as the "Tenant").

2. **DEMISE - DESCRIPTION OF PROPERTY.** The Landlord demises to the Tenant upon the terms of this Lease and subject to easements, restrictions and agreements of record and all laws, ordinances and regulations applicable thereto, that portion of The Acton Shopping Center known as Store 7B containing a floor area of approximately 1,000 square feet situated in a mercantile building on the land between Main Street and Prospect Street in Acton, Middlesex County, Massachusetts, being a portion of the property described in a deed of H. Daniel Flanagan and Lenore S. Flanagan to Acton Supply, Inc., dated January 2, 1973 and recorded with Middlesex South District Registry of Deeds in Book 12359, Page 600.

3. **ORIGINAL TERM.** The original term of this Lease shall begin on October 1, 1999 and end on September 30, 2004, both dates inclusive, unless sooner terminated as herein provided.

One Five-Year Option to Extend Term. The Tenant shall have one option to extend the term of this Lease for an additional period of five years. This option shall be exercised by the Tenant giving the Landlord notice in writing of its intention to exercise its option to extend this Lease at least six months prior to the termination of the Original Term of the Lease. Any extended term will be on the same terms and conditions as the Original Term except with respect to the fixed rent. Extending the Original Term of the lease in accordance with this paragraph will not give the Tenant the right to further extend the term of this Lease beyond the expiration of the one option period. No option to extend shall be exercisable by the Tenant unless the Tenant (i) shall not be in default under this Lease at the time of exercise of the option and (ii) shall not have been in default under this Lease more than twice during the preceding twelve calendar months prior to the date of the purported exercise of the option.

4. **RENT.** All rent payments shall be made c/o Breed Incorporated, 12 Pond Lane, Suite # EB-2S, Concord, MA 01742, or at such other place as the Landlord may designate in writing. Fixed rent as described in Paragraph 4.A will be payable on the first day of each calendar month. Additional rent as described in Paragraphs 4.B, 4.C and 4.D will be payable within twenty days of receipt by the Tenant from the Landlord of a written bill for the same.

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A. Fixed Rent. For each calendar month comprised in the period beginning October 1, 1999 through September 30, 2000, the Tenant shall pay as fixed rent the sum of \$1,100.00 per month in lawful money of the United States, each such monthly payment to be paid in advance on the first day of each such calendar month. For each calendar month comprised in the period beginning October 1, 2000 through September 30, 2001, the Tenant shall pay as fixed rent the sum of \$1,155.00 per month in lawful money of the United States, each such monthly payment to be paid in advance on the first day of each such calendar month. For each calendar month comprised in the period beginning October 1, 2001 through September 30, 2002, the Tenant shall pay as fixed rent the sum of \$1,213.75 per month in lawful money of the United States, each such monthly payment to be paid in advance on the first day of each such calendar month. For each calendar month comprised in the period beginning October 1, 2002 through September 30, 2003, the Tenant shall pay as fixed rent the sum of \$1,273.39 per month in lawful money of the United States, each such monthly payment to be paid in advance on the first day of each such calendar month. For each calendar month comprised in the period beginning October 1, 2003 through September 30, 2004, the Tenant shall pay as fixed rent the sum of \$1,337.06 per month in lawful money of the United States, each such monthly payment to be paid in advance on the first day of each such calendar month.

In the event the five-year options to extend the term of this lease is exercised by the Tenant, the fixed monthly rent for the first twelve month period of such extended term shall be the sum of:

(x) \$1,100.00

plus

(y) the product of

(i) any percentage increase in the Bureau of Labor Statistics Consumer Price Index All Cities for Urban Wage Earners and Clerical Workers - New Series ("CPI-W") from October 1, 1999 to and including October 1, 2004

multiplied by

(ii) \$1,100.00

but in no event will the fixed rent per calendar month for such first twelve month period of such extended term be less than \$1,337.06. For each twelve month period of the extended term after the first such twelve month period, the fixed monthly rent shall be equal to 105% of the fixed monthly rent for the immediately preceding twelve month period of such extended term.

B. Net Rent Agreement; Treatment of Expenses as Additional Rent. It is the intention of the Landlord and the Tenant that the fixed rent specified in paragraph 4.A. shall be triple net to the Landlord throughout the term of this Lease and any extension(s) thereof. Accordingly, Tenant agrees: (i) to pay all charges and expenses which relate exclusively to the building occupied by the Tenant or which benefit the building occupied by the Tenant and do not benefit any other tenant of The Acton Shopping Center; (ii) to pay its proportionate share (which unless The Acton Shopping Center is either expanded or contracted, the Landlord and the Tenant agreed to be 4.45%) of all charges and expenses which benefit both the Tenant and one or more other tenants in The Acton Shopping Center. In partial illustration of the preceding undertaking

by the Tenant, the Tenant shall pay all maintenance and repair expenses relating exclusively to the space occupied by the Tenant, 4.45% of all maintenance and repair expenses relating generally (and not exclusively benefitting any one tenant) to the building in which the Tenant occupies space; the Tenant shall pay 4.45% the cost of refuse pickup from the building occupied by the Tenant; shall pay 4.45% of all real estate taxes or special assessments assessed against The Acton Shopping Center; shall pay 4.45% all charges for water, gas, heat, electricity, and other utilities furnished to the building occupied by the Tenant (unless such utilities are separately metered and benefit only one tenant, in which event such utilities so separately metered will be billed exclusively to the tenant exclusively benefitted; the Tenant shall pay its proportionate share (based on actual water usage) of all costs associated with the septic system which serves the building occupied by the Tenant and other tenants of The Acton Shopping Center tied into such system, plus a share (determined in accordance with the immediately following sentence) of the cost of connection to town sewer if during the term of this Lease The Acton Shopping Center is connected to the town sewer system, and thereafter all of the Tenant's share (based on actual water usage) of the sewer costs allocable to the building in which the Premises are located; 4.45% of all costs and expenses of maintenance on the parking areas serving The Acton Shopping Center, including (but not limited to) snow plowing, periodic restriping of parking places, resurfacing of parking areas as necessary, and maintenance of signage for The Acton Shopping Center; 4.45% of any casualty and liability insurance premiums paid by the Landlord for The Acton Shopping Center, as well as 4.45% of any management fees paid to unrelated third parties by the Landlord to manage The Acton Shopping Center. The share of the sewer connection charge to be borne by the Tenant pursuant to the preceding sentence will be, for each year or part thereof during the term of this Lease that the sewer connection is serving the building in which the Premises are located, one tenth (1/10) of the Tenant's share of the total cost of such connection (where the Tenant's share is determined as a fraction of the whole cost equal to the percentage of actual total water usage of the Tenant for the last full period for which the Landlord has data over the total water usage of all tenants served by the connection over the same period), prorated on a per diem basis for any part of a year included in the term of this Lease that the sewer connection is serving the building in which the Premises are located. Notwithstanding the preceding provisions, the Tenant shall be under no obligation to pay: (i) principal, interest or charges on any mortgage on the fee of the leased property; (ii) any franchise or income tax payable by the Landlord; (iii) any gift, inheritance, transfer, estate or succession tax payable by the Landlord with respect to the premises or this Lease by reason of any present or future law which may be enacted; (iv) any executive salaries of the Landlord or general overhead expenses of the Landlord; (v) any expenses necessitated by the negligence or willful misconduct of the Landlord or its employees, contractors or agents; (vi) depreciation; (vii) expenses, including legal fees, commissions, points or interest on any mortgage or other financing of the property; or (viii) costs, including permit, license and inspection fees, incurred prior to this Lease in connection with the premises. All taxes, assessments, charges, costs, and expenses which the Tenant is required to pay under this Lease, together with all interest and penalties that may accrue in the event of the Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of

50% water
31% sewer

RC

any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all the rights and remedies with respect to such nonpayment as the Landlord has for nonpayment of the basic rent. Additional rent will be payable directly by the Tenant when billed to the Tenant by any third party, or if billed to the Landlord, then within twenty days of receipt by the Tenant from the Landlord of a written bill for the same.

5. **SECURITY DEPOSIT.**

* \$ 3,500.00

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CB RDR

A. Amount - Nature. Upon execution of this Lease, the Tenant will pay to the Landlord the sum of ~~\$1,100.00~~ as a security deposit. As the fixed monthly rental payment increases during the term of this Lease and during any extension of it, the Tenant will pay to the Landlord such sum as shall be necessary in order that the total amount being held by the Landlord as the security deposit shall always equal one month's rent at the fixed rent rate then in effect. The Landlord will hold all sums constituting the security deposit for the term hereof or any extension or renewal, as security for the full, faithful and punctual performance by the Tenant of all covenants and conditions of this Lease on the Tenant's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit. Landlord shall have the right to commingle the security deposit with the Landlord's own funds, and there shall be no obligation to pay interest on the security deposit. If the Landlord conveys its interest under this Lease, the deposit or any part of it not previously applied may be turned over by the Landlord to the Landlord's grantee and, if so turned over, the Tenant agrees to look solely to such grantee for proper application of the deposit.

The Tenant agrees that at all times the amount of the security deposit shall at least equal one month's rent, and that if the rent increases pursuant to the provisions of this lease, the Tenant shall pay to the Landlord any amount necessary to bring the total up to one month's rent.

B. Return. The Landlord shall return the amount of the security deposit to the Tenant within ten (10) days after the termination of this Lease or upon the Tenant's vacating the said property completely together with all Tenant's goods and possessions, whichever shall last occur; provided

- (1) There is no damage to the leased premises; and
- (2) There are no outstanding uncured breaches by the Tenant of any of the terms, covenants and conditions of this lease at the time of termination, and
- (3) There has been no breach or termination which may give rise to a cause of action under the indemnity provisions of this Lease; and

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(4) The Tenant is not otherwise indebted to the Landlord.

Otherwise, the Landlord will withhold that portion of the security deposit necessary to satisfy such damages, breaches, or indebtedness, and return to the Tenant any balance within such ten (10) day period.

6. **USE OF PROPERTY.**

A. **Permitted Uses.** Except as provided in the following subparagraph B, the Tenant may use the demised premises only to conduct a breakfast/deli/sandwich shop, provided that the Tenant shall not engage in the business of conducting a sit-down, take-out restaurant or concession which, in any such case, is primarily engaged in the sale or service of Chinese, Thai, Japanese or Oriental food or cuisine. Because of the use of the premises as a deli and catering business, the Tenant will be obliged to maintain, to the Landlord's reasonable satisfaction, the grease trap drip system currently treating the water before it is discharged into the septic system serving the leased premises, and will also be obliged to keep the dumpster area clear and clean..

B. **Prohibitions.** The Tenant shall not use or occupy, nor permit the leased premises or any part thereof to be used or occupied, for any unlawful business, use or purpose, nor for any business, use or purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Promptly after the discovery of any such unlawful, disreputable or extra-hazardous use, the Tenant shall take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any permitted subtenants, occupants or other persons guilty of any unlawful, disreputable or extra-hazardous use. The Tenant shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees, arising out of any violation of or default under these provisions.

C. **Occupancy Permit - Insurance.** The Tenant shall not use or occupy or permit the leased premises to be used or occupied, nor do or permit anything to be done in or on the leased premises in a manner which will in any way violate any certificate of occupancy affecting the leased premises, or make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain or increase the premiums for fire or other insurance required to be carried by the Landlord.

7. **MAINTENANCE.** In furtherance of the intention of the Landlord and the Tenant that this Lease will be construed as a net net net lease, the Tenant agrees to maintain the leased premises at its sole expense in the same condition the premises now are in, or in such improved condition as the premises may be put in during the Term of this Lease, damage by fire and other casualties only excepted.

8. **ADDITIONS - ALTERATIONS.** The Tenant shall not make any structural alterations or additions to the leased premises but may make nonstructural alterations provided the Landlord consents to them in writing in advance, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the Tenant's expense and shall be in quality at least equal to the present construction. The Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the Tenant or claimed to have been furnished to the Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant, and shall cause any such lien to be released of record as soon as possible and without cost to the Landlord.
9. **ASSIGNMENT - SUBLEASING.** The Tenant may not assign nor sublet the whole or any part of the leased premises without the Landlord's prior written consent in each instance. Any such consent shall be given subject to the consent of Landlord's mortgagees, if such consent is required under any financing document affecting the Premises.. Notwithstanding such consent, the Tenant will remain liable to the Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease. If Tenant does make an assignment or sublease consented to by the Landlord, and if the aggregate rent (both fixed and additional) payable to Tenant under such assignment or sublease less any out-of-pocket costs to Tenant of such transaction exceed the rent (both fixed and additional) payable hereunder, Tenant shall pay to Landlord, as additional rent, the amount of such excess.
10. **SUBORDINATION; QUIET ENJOYMENT.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time in the future, the lien or liens on the property of which the leased premises are a part and the Tenant, when requested, shall promptly execute and deliver such instruments as may be necessary to show the subordination of this Lease to any such mortgage, deed of trust or other such instrument in the nature of the mortgage, provided that any mortgage, deed of trust or other instrument in the nature of a mortgage entered into after the date of execution of this instrument shall contain a clause, and any mortgagee for whose benefit said subordination is executed shall agree, that the Tenant, upon the payment of the rent herein reserved, and upon the performance of the terms of this Lease, shall at all times, during the Lease term and during any extension or renewal term, peaceably and quietly enjoy the leased premises without any disturbance from the Landlord or from any other person claiming through the Landlord.
11. **LANDLORD'S ACCESS.** The Landlord or agents of the Landlord may, at reasonable times, enter to view the leased premises and within six months of the expiration of the Term of this Lease (as it may be extended) may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation. Unless an emergency is involved, Landlord agrees to provide twenty-four (24) hours prior notice to the Tenant before entering the premises as provided in this paragraph.

12. **INDEMNIFICATION.** Each party shall save the other harmless and indemnified from all bodily and personal injury, loss, claim or damage to any personal property while on the leased premises, and from and against all bodily and personal injury, loss, claim or damage to any personal property anywhere on or about the leased premises occasioned by any act, neglect, or omission of the indemnifying party or of the indemnifying party's employees, agents or licensees, or invitees or occasioned by a default in the proper performance of the indemnifying party's obligations under the terms of this Lease.
13. **TENANT'S INSURANCE OBLIGATIONS; WAIVER OF SUBROGATION.** The Tenant shall maintain public liability insurance with respect to the leased premises and the property of which the leased premises are a part; such insurance shall be in an amount not less than five hundred thousand dollars (\$500,000) for any one (1) claim and not less than one million dollars (\$1,000,000) for all claims arising out of any single incident. Such insurance shall be placed with responsible companies qualified to do business in Massachusetts and in good standing in Massachusetts insuring the Landlord as well as the Tenant against injury to persons or damage to property as provided in this paragraph. The Tenant will deposit with the Landlord certificates for such insurance at the request of the Landlord. All such insurance certificates shall provide that such policies may not be canceled without at least ten (10) days' prior written notice to each insured named in the certificates. The Landlord and the Tenant, and all parties claiming under them, hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises, or covered by insurance in connection with property on, or activities on the leased premises regardless of the cause of the damage or loss. This release shall be applicable only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the coverage of the policies, or prejudice the right of the releasor to recover thereunder. The Landlord and Tenant agree that their respective policies will include such a clause or endorsement so long as it shall be obtainable without extra cost, or if extra cost shall be charged, so long as the other party pays the extra cost.
14. **FIRE AND CASUALTY.** If a substantial portion of the leased premises (that is, more than 15%) is substantially damaged by fire or other casualty, the Landlord shall have thirty (30) calendar days in which to notify the Tenant whether the Landlord intends to restore the premises or not. If the Landlord intends to restore the premises and can do so within ninety (90) days of such fire or other casualty, then this Lease shall continue, but until full restoration there will be an proportionate abatement of the rent for the portion rendered unusable. If the Landlord elects not to restore, then the Tenant may terminate this Lease by written notice to the Landlord within thirty days of notice of the Landlord's intention to restore or not. Such termination by the Tenant shall occur when specified in such notice, and shall not occur more than sixty days after the date of the Tenant's notice of termination.
15. **EMINENT DOMAIN.** If a substantial portion of the leased premises (that is, more than 15%)

is taken by eminent domain, either the Landlord or the Tenant may elect to terminate this Lease with fourteen (14) days prior written notice to the other party. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Tenant may have for damages or injury to the leased premises for any taking by eminent domain, except for awards which are separately made for the Tenant's fixtures, property or equipment.

16. **DEFAULT AND BANKRUPTCY.** In the event that the Tenant shall default in the payment of any installment of rent or other sum specified in this Lease and such default shall continue for ten (10) days after written notice of such default; or the Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements or obligations under this Lease and such default shall not be corrected within thirty (30) days after written notice of such default; or the Tenant shall be declared bankrupt or insolvent according to law; or if any assignment shall be made of the Tenant's property for the benefit of creditors; then, in any such event, the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended, and remove the Tenant's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Tenant shall indemnify the Landlord against all loss of rent and other payments (including reasonable attorneys' fees) which the Landlord may incur by reason of such termination. If the Tenant shall default, after reasonable notice, in the observance or performance of any conditions or covenants on the Tenant's part to be observed or performed under or by virtue of any of the provisions in any paragraph of this Lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the highest rate allowed by law and costs, shall be paid to the Landlord by the Tenant as additional rent.
17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed by certified or registered mail, postpaid, addressed to the Landlord as follows:

ACTON SUPPLY, INC.
c/o New England Business Enterprises, LLC
2 Lan Drive
Westford, MA 01886
Attn: Mr. Mark B. Brooks

and to the Tenant as follows:

Daniela's Tacorito, Inc.
c/o Geraldo Miranda
17 Glendale Street
Maynard, MA 01754

with a copy to:

_____, Esquire

or as designated by such party in writing.

18. **SURRENDER OF POSSESSION.** The Tenant shall, on the last day of the term or upon the sooner termination of this Lease, peaceably and quietly surrender the leased premises to the Landlord in as good condition and repair as at the commencement of the term and as any new replacements, additions or improvements, constructed, erected, added or placed thereon by the Tenant were when completed, normal wear and tear excepted. The Tenant acknowledges that at the commencement of this Lease the demised premises are in good condition and accepts the demised premises in their "AS IS" condition.
19. **WAIVER.** The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights under this Lease. No waiver by either party at any time shall be effective unless in writing and signed by the party adversely affected by the breach with respect to which the waiver is asserted to have been made. No waiver of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease, or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval by the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent or approval of said action on any subsequent occasion, or a consent or approval of any other action on the same or any subsequent occasion.
20. **MECHANICS' LIENS.** The Tenant agrees to discharge immediately (either by payment or by the filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien against the leased premises or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for the Tenant in, upon or about the leased premises.
21. **NO BROKERAGE FEE.** The Tenant warrants and represents that the Tenant has not dealt with any broker in connection with the consummation of this Lease for which any claim for a brokerage commission against the Landlord could be made other than New England Diversified Enterprises, LLC. In the event any claim for a brokerage commission is made against the Landlord as a result of dealings by the claimant with the Tenant by anyone other than New England Diversified Enterprises, LLC, the Tenant will defend the claim against the Landlord, with counsel of Landlord's selection, and will save harmless and indemnify Landlord on account of any loss, cost or damage which may arise by reason of any such claim.

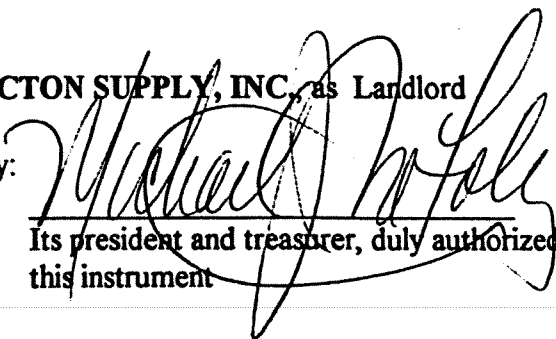
22. **HOLDING OVER.** Any holding over by the Tenant after the expiration of the term of this Lease will be treated as a tenancy at sufferance, and the Tenant will be obligated to pay to the Landlord for each month or portion thereof during which the Tenant holds over a use and occupancy charge equal to the additional rent plus twice the fixed monthly rent being charged to the Tenant at the conclusion of the Lease. The Tenant will also pay all damages sustained by the Landlord on account of such holding over, and the provisions of this paragraph will not operate as a waiver by the Landlord of any right of re-entry provided elsewhere in this Lease.
23. **INVALIDITY OF PARTICULAR PROVISION.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
24. **LIMITATION OF LIABILITY.** The liability of the Landlord under this Lease shall be limited to the equity of the Landlord in the premises, and in no case shall any individual, officer, agent, stockholder, joint venturer, trustee or beneficiary ever be personally or individually liable for the obligations of the Landlord. Each Landlord hereunder shall be liable for the obligations of the Landlord only during such time as such person or entity shall be Landlord and with respect only to acts or omissions occurring during such period of ownership.
25. **SUCCESSORS AND ASSIGNS.** Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns, respectively, of Landlord and Tenant.
26. **ENTIRE AGREEMENT.** This instrument constitutes the entire and only agreement between the parties, and no oral statements or representations or prior written matters not contained in this Lease shall have any force and effect. No subsequent amendments, changes or additions to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and duly executed by Landlord and Tenant. Any pronouns shall be read in the singular or plural in such gender as the context may require or permit.
27. **CONSTRUCTION, ETC.** This Lease is a sealed instrument and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Executed under seal on the

day and year first above written.

CORPORATE
SEAL

ACTON SUPPLY, INC., as Landlord

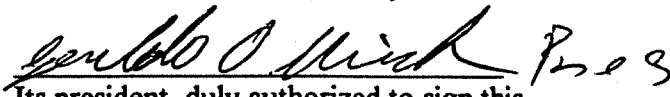
By:


Its president and treasurer, duly authorized to sign
this instrument

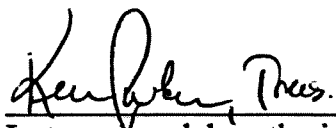
CORPORATE
SEAL

DANIELA'S TACORITO, INC., as Tenant

By:

 Pres
Its president, duly authorized to sign this
instrument

and

 Treas.
Its treasurer, duly authorized to sign this
instrument

BM B
October 1

GUARANTEE OF LEASE

In order to induce ACTON SUPPLY, INC. to execute the attached Lease dated ~~September~~ October 1, 1999, between itself, as Landlord, and DANIELA'S TACORITO, INC., as Tenant, each of the undersigned, jointly and severally if more than one, for the undersigned and the heirs, legal representatives, and assigns of the undersigned, hereby guarantees to the said Landlord, its successors and assigns, the full and prompt payment and performance by the Tenant, its successors and assigns of each and every obligation on the part of the Tenant in said Lease to be performed and observed.

This is a guaranty of performance and not collection, and no recourse need first be had to the Tenant.

Each of the undersigned hereby waives notice, protest and demand, and consents to all extensions of time and other indulgences, and generally waives all suretyship defenses.

Each of the undersigned hereby guarantees the performance of each and every successor to the Tenant's interest whether or not the undersigned has received notice of such succession.

Each of the undersigned hereby consents to the release of any collateral or security deposit now or hereafter given by the Tenant, its successors or assigns.

Each of the undersigned jointly and severally agrees that if the services of any attorney are required to enforce the obligations of the Tenant under said Lease, or the obligations of any of the undersigned, the undersigned shall pay all costs of collection, including reasonable attorney's fees.

IN WITNESS WHEREOF each of the undersigned has signed and sealed this guarantee, all as of the 1st day of ~~September~~ October, 1999.

Witness

Geraldo O. Miranda
Geraldo Miranda, Guarantor

Witness

Spouse (if married), Guarantor

Witness

Kenneth Bender
Kenneth Bender, Guarantor

Witness

KB
Spouse (if married), Guarantor

BM